



This Agreement, entered into this ____ day of _____, 200____ by and between the above-named Sponsoring Agency and the Provider is permanent unless amended by the Wisconsin Department of Public Instruction (DPI) or terminated by either party. It specifies the rights and responsibilities of the Sponsoring Organization and the Provider as participants in the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP), administered by the DPI. Program payments to both the Sponsoring Organization and the Provider are conditional contingent upon the availability of federal funds.

AGREEMENT (cont'd.)

Rights and Responsibilities of the Sponsoring Organization

In accordance with Child and Adult Care Food Program regulations, the Sponsoring Organization agrees to:

1. Enter into an agreement only with a day care provider who is currently licensed, certified, registered or approved in accordance with Part 226.6(d) of the CACFP regulations.
2. Train the Provider in program requirements before the Provider begins participation in the CACFP.
3. Offer additional training opportunities not less frequently than annually.
4. Respond to a Provider's request for technical assistance.
5. Provide all CACFP recordkeeping forms to the Provider.
6. Not charge a fee to the Provider for CACFP administrative services.
7. Disburse to the Provider the full amount of CACFP payments received by the Sponsoring Organization from the DPI within five days of receipt in accordance with CACFP regulations [7CFR 226.16(8)].
8. Assure that all meals claimed for reimbursement are served to enrolled children under the age of 13 years, except that for children of migrant workers the age limit is 15 years and under, and for disabled children (as defined by the state and enrolled in a home serving a majority of persons 18 years of age and under) there is no limit, without regard to race, sex, disability, color, age or national origin, and that all meals claimed meet the USDA meal requirements.
9. Maintain current enrollment records for all enrolled children. Enrollment records must be updated annually to reflect each child's current address and phone number.
10. Assure claim for payment is not made for meals served to children attending in excess of the authorized capacity as determined by applicable licensure, certification or approval regulations.
11. Assure claim for payment is made for no more than two meals and one snack or two snacks and one meal per child per day according to current USDA regulations.
12. Review CACFP operations at each home a minimum of three times each year during normal hours of child care operations. At least two of the three reviews (home visits) must be unannounced. One of the unannounced reviews (home visits) must be conducted at a Program meal service with children present. Monitors conducting unannounced reviews (home visits) must provide photo identification that demonstrates that they are employees of the sponsoring organization. In addition, if in a review of a facility a sponsoring organization detects one or more serious deficiencies, the next review of that facility must be unannounced. Serious deficiencies for day care homes are those set forth in section V of the Application/Agreement, PI-1459.
13. Disallow for reimbursement meals served prior to the day of the onsite review (home visit) by the sponsoring organization when menus and/or the number of meals served by type and child name (or designation) have not been recorded as of the day of the onsite review (home visit).
14. Inform tier II day care homes of all the options for receiving reimbursement for meals served to enrolled children.
15. Collect, upon the request of a tier II day care home, applications and determine the eligibility of enrolled children for free or reduced meals.
16. Conduct household contacts of enrolled children as required by CACFP regulations and USDA and DPI guidance.
17. Provide each home with information that describes the CACFP and its benefits (parental notification flier) and ensure that all parents and guardians of children enrolled in the day care home are given this information.

Transfer Policy

A transfer is defined as a Provider shifting their Program participation from one sponsoring organization to another sponsoring organization without any lapse in Program eligibility. A Provider wishing to transfer must be in good standing with his/her current sponsor and comply with the requirement to give at least 15 days' written notice prior to termination of his/her agreement with the current sponsor. A home application (PI-1472) must be completed and the data submitted electronically to DPI prior to the date of transfer. In addition, a valid certificate/license and the completed transfer form [PI-6076 (Rev. 04-07) *Day Care Home Sponsor Transfer Request*] must be received in the DPI office, from the new sponsor, on or before the date of transfer. A day care home provider is limited to one transfer per year except under extenuating circumstances, such as termination of the sponsoring organization's agreement or other circumstances defined by the state agency. A Provider who is within the first year of initial participation in the CACFP may transfer on the first day of any given month. The effective date of the transfer shall be the first month following the successful achievement of the above requirements. After the first year of initial CACFP participation a transfer may only occur on the first day of the month following the Provider's anniversary date of initially joining the CACFP.

Termination

The Sponsoring Organization or the Provider may terminate this Agreement upon ten (10) days written notice for cause or, subject to stipulations by the Wisconsin Department of Public Instruction, for convenience [7CFR 226.18(b)(8)]. A provider in good standing may terminate their Program agreement for convenience, with ten (10) days written notice, but forfeits the right to Program participation with another Sponsoring Organization for a minimum of one full calendar month.

Administrative Review

If requested, a family day care home shall be provided an appeal prior to any determination to terminate participation for cause of the family day care home under the CACFP or if the Sponsoring Organization suspends participation due to health and safety concerns. The determination by the Sponsors Forum Appeals Review Committee or its designee shall be the final administrative determination to be afforded to the family day care home provider.

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